damages were alleged and since shadowing can hardly be said necessarily to impute the commission of a crime involving moral turpitude or ignominious punishment. *Cf. Roberts* v. *Roberts*, 5 B. & S. 384; *Earley* v. *Winn*, 129 Wis. 291, 109 N. W. 633. As an action on the case for conspiracy the lack of legal damage in the principal case would prove equally fatal to the plaintiff's recovery. *Hutchins* v. *Hutchins*, 7 Hill (N. Y.) 104; *Doremus* v. *Hennessy*, 62 Ill. App. 391. But *cf. Randall* v. *Lonstorf*, 126 Wis. 147, 105 N. W. 663. Thus the court treats as actionable acts which result in loss of reputation accompanied by insulting publicity but by no further damage except injury to feelings. Viewed as an action of defamation, the court is abolishing the technical requisites of slander in cases where the injury arises from acts and not from spoken words. The result reached by the Wisconsin court is closely akin to that reached by the courts which, in adopting a right to privacy, extend the protection of the law to similar intangible interests which the common law previously refused to protect.

PARDONS — EFFECT — PARDON AFTER FIRST CONVICTION NOT PREVENTING SUBSEQUENT CONVICTION AS SECOND OFFENDER. — A statute provided that one who was twice convicted of felony should, upon the second conviction, suffer an increased penalty. The defendant received a pardon after his first conviction. He was subsequently convicted of another felony. *Held*, that he must suffer the increased punishment provided by the statute. *People* v. *Carlesi*, 139 N. Y. Supp. 309 (Sup. Ct., App. Div.). See NOTES, p. 644.

PUBLIC-SERVICE COMPANIES — RIGHTS AND DUTIES — RIGHT TO DISCONTINUE BRANCH OF RAILROAD. — The defendant railroad abandoned part of its line which it claimed was run at a loss. The result was inconvenience to towns on the railroad which were thereby forced to use a much longer route. The railroad commission ordered the defendant to restore adequate service over the line. *Held*, that the order will be enforced. *Colorado & Southern Ry. Co.* v. *Railroad Commission*, 54 Colo. 64, 129 Pac. 506.

Constitutional liberty as applied to public service is held to mean that as the entrance into a public business is voluntary, so total withdrawal is possible upon reasonable notice. *Satterlee* v. *Groat*, 1 Wend. (N. Y.) 273. See *Munn* v. *Illinois*, 94 U. S. 113, 126; 1 WYMAN, PUBLIC SERVICE COMPANIES, § 290. As long as a public-service company retains its charter or franchise mandatory in terms no part of the service may be abandoned. *Chicago & Alton R. Co.* v. *Suffern*, 129 Ill. 274, 21 N. E. 824; *Savannah & Ogeechee Canal Co.* v. *Shuman*, 91 Ga. 400, 17 S. E. 937. When the charter is permissive, according to the weight of authority the company which has accepted a public franchise cannot withdraw even from a separable part of the service. *State* v. *Spokane St. Ry. Co.*, 19 Wash. 518, 53 Pac. 719; *State* v. *Hartford & New Haven R. Co.*, 29 Conn. 538. *Contra, Eastern Ohio Gas Co.* v. *Akron*, 81 Oh. St. 33, 90 N. E. 40. If the service of the public in general is directly improved by withdrawal, as where a line is changed so as to straighten the line or include a large town, there may be withdrawal. *People* v. *Rome, Watertown & Ogdensburg R. Co.*, 103 N. Y. 95, 8 N. E. 369. *Cf. Whalen* v. *Baltimore & Ohio R. Co.*, 108 Md. 11, 69 Atl. 390. It would seem, however, that the liberty to withdraw from public employment entirely necessarily includes abandonment of any separable part. But the fact that the court in the principal case treats the matter rather as a question of reasonable regulation of an existing service indicates that the attempted abandonment was of an integral part. See 1 WYMAN, PUBLIC SERVICE COMPANIES, § 308.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO USE OF PROPERTY — RESTRICTIONS IN PRICE ON RE-SALE. — The plaintiff manufactured chocolate

under a secret unpatented process. The chocolate was sold only under an extensive system of contracts with wholesale and retail dealers whereby the latter bound themselves to maintain the prices set by the plaintiff. The plaintiff sued a retail dealer for violation of a contract made for the benefit of the plaintiff. *Held*, that the system of contracts is not in restraint of trade. *Ghirardelli Co.* v. *Hunsicker*, 128 Pac. 1041 (Cal.). See NOTES, p. 640.

TORTS — NATURE OF TORT LIABILITY IN GENERAL — LIABILITY FOR BREACH OF CHILD-LABOR STATUTE. — A statute forbade the employment in mines of children under fourteen, but provided no criminal or civil liability. The defendant employed a thirteen-year-old child, who represented himself to be over fourteen. The child was injured, partly from his own negligence, while so employed. *Held*, that the defendant is liable. *De Soto Coal, Mining, and Development Co.* v. *Hill*, 60 So. 583 (Ala.). See NOTES, p. 646.

TROVER AND CONVERSION — WHAT CONSTITUTES CONVERSION — REPLEDGING BY ORDER OF FRAUDULENT PLEDGOR. — A bailee of certain bonds, who had been given possession by the plaintiff solely for safe-keeping, fraudulently pledged them with the defendant brokers, who had no knowledge of the plaintiff's rights. Later by order of the fraudulent bailee the defendants delivered the bonds to a second brokerage concern to hold in pledge, receiving from them the amount of their own account. *Held*, that the defendant has converted the bonds. *Varney* v. *Curtis*, 100 N. E. 650 (Mass.).

In general, conversion requires an assertion of dominion over a chattel or an intermeddling with it in a manner inconsistent with the rights of the true owner. *Fouldes* v. *Willoughby*, 8 M. & W. 540; *Simmons* v. *Lillystone*, 8 Exch. 431. So an innocent pledgee of goods from a wrongful pledgor is not a converter, for although he holds possession against his pledgor until his debt is paid, he does not necessarily assert dominion against the rightful owner. *Spackman* v. *Foster*, 11 Q. B. D. 99. Moreover, an innocent redelivery of the pledged article to the wrongful pledgor is not a conversion. *Leonard* v. *Tidd*, 44 Mass. 6. See *Steele* v. *Marsicano*, 102 Cal. 666, 669, 36 Pac. 920, 921. The courts reason that since the redelivery restores the *status quo* it has not resulted in any substantial interference with the plaintiff's interest in the property. Hence the principal case turns upon whether the added element of a delivery to a new pledgee makes the first pledgee a converter. True, this was done by the pledgor's orders, but it is well settled that acting for another is no defense in a trover suit. *Stephens* v. *Elwall*, 4 M. & S. 259. The act of repledging does not return the goods to their original position, and can hardly be performed without assuming the control of an owner over them. Some closely analogous cases have held that an innocent sale or delivery to a third party does not constitute a conversion. *Turner* v. *Hockey*, 56 L. J. Q. B. 301; *National Mercantile Bank* v. *Rymill*, 44 L. T. R. N. S. 767. But the weight of authority which is *contra* accords with the principal case. *Consolidated Co.* v. *Curtis*, [1892] 1 Q. B. 495; *Hudmon Bros.* v. *Du Bose*, 85 Ala. 446, 5 So. 162; *Hiort* v. *Bott*, L. R. 9 Exch. 86.

TRUSTS — CREATION AND VALIDITY — WHETHER CESTUI QUE TRUST CAN CLAIM AFTER HIS DISCLAIMER. — A testatrix left property to trustees in trust to pay the income to the plaintiff for life, then to the plaintiff's son for life; after his death the property was to fall into the residue of the estate. The plaintiff refused to take any interest under the will, whereupon the trustees paid the income to her son. At his death the plaintiff sought to have it paid to her. *Held*, that the income should be paid to the plaintiff during the remainder of her life. *In re Young*, [1913] 1 Ch. 272.

After renunciation of a direct gift, whether this be considered as preventing